# SECOND AMENDMENT TO

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHNGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Second Amendment") is entered into and is effective the 31st day of December 2004 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and

Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and

Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;

NOW THEREFORE, the Parties agree as follows:

1. Section 3 of the Addendum is amended in its entirety as follows:

**DURATION:** The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31.

- 2010. Thereafter, this Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.
- 2. Section 7c of the Agreement is amended in its entirety as follows:
- (c) Billing and Payment. Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving care from Yakima County, the case or citation number, and the number of days of care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Bed Maintenance Fee and the Medical Premium (hereinafter "Daily Fee") of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each City's individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within thirty (30) days from the date the statement is received. Payments not received by the 30th day shall bear interest at the rate of 1 % per month until payment is received.
- 3. A new Section 7d of the Agreement is added as follows:
- a. Reconciliation: Effective October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the City's minimum daily bed commitment as provided in Attachment A to this Second Addendum and the City's actual Average Daily Population (ADP) for the quarter). The rate for the unused beds will be the Bed Maintenance Fee as provided in Section 6 (a) of this Second Amendment below, except a portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee are as provided in Attachment B (Unused Bed Allocation Chart created by the Cities).
- b. Yakima County will annually reconcile each City's unused beds (the difference between the City's Minimum Bed Commitment and the City's actual ADP per quarter) on a calendar year basis. Through the annual reconciliation process, Yakima County will provide credits in the fourth quarter bill to each city to the extent that the actual annual ADP paid exceeds the City's Minimum Bed Commitment up to the fee paid by said city per quarter for unused beds. If a City's annual ADP exceeds the annual minimum daily bed commitment (hereinafter "net overage") Yakima County will allocate the total net overage as a credit on a pro rata basis to those Cities whose annual ADP did not meet their annual minimum daily bed commitment. If a City did not fully use their share of the Reduced Rate Fee beds as specified in Attachment B, those beds will be allocated on a pro rata basis to Cities that did not meet their Minimum Bed Commitment. The Cities will provide Yakima County with the appropriate allocation to each city of credits and division of the annual reconciliation bill for unused beds based on separate agreement among the Cities. Attachment C shows a method for this annual reconciliation. Reconciliation payments, both quarterly and annual will be due 30 days from the date the

billing is received. There will be no interest payments charged on any 2003 or 2004 Reconciliation bills issued prior to the effective date of this addendum.

## c. 2003 Reconciliation:

The 2003 reconciliation will be based on Section 7 (d) of the Agreement and Section 6 (a) of the Addendum. Under this agreement, Cities will pay \$568,391to Yakima for the fourth quarter 2003 reconciliation pursuant to Cities Allocation Agreement. (Attachment C shows the method for the payment by individual cities of the unused beds for the 2003 Reconciliation). There will be no interest payments charged on the 2003 Reconciliation, provided 2003 reconciliation is paid within 30 days of receipt of billing.

Section 6 of the Addendum is hereby amended in its entirety to provide as follows:

a. Daily Fee. In consideration of Yakima County's commitment to provide care for City Inmates, the Cities agree to pay Yakima County fees for the housing and care of each City Inmate, as provided in this Amendment as follows:

Year	Bed	Medical	Reduced Rate Fee
	Maintenance	Premium	
	Fee		
2002	\$51.00	\$5.00	
2003	\$53.55	\$5,25	\$27.75
2004	\$56.23	\$5.51	\$27.75
2005	\$59.04	\$5.79	\$28.45
2006	\$61.99	\$6.08	\$29.19
2007	\$65.09	\$6.38	\$29.96
2008	\$68.34	\$6.70	\$30.77
2009	\$71.76	\$7.04	\$31.62
2010	\$75.35	\$7.39	\$32.51

- 1. Yakima County shall not charge a booking fee or any other fees in connection with the care of City Inmates except as specifically provided in the Interlocal Agreement between Yakima County and Cities, as amended.
- 2. Effective October 1, 2003, the Cities shall pay the Bed Maintenance Fee set forth in Paragraph 2 above on 340 beds, even if they are unused and for all inmates exceeding the 340 bed Cities Inmate population.
- 3. Effective October 1, 2003, the Cities shall pay the Reduced Rate Fee in Paragraph 2 above for each unused bed exceeding 340 up to a maximum of the 440 bed commitment. Provided however, that payment for unused beds exceeding 340 shall not be required for any period of time when the total Yakima County jail population (including all contract inmates) exceeds 1,500. At such time, Yakima County shall not charge Cities for unused beds. Yakima County intends to use the Reduced Rate Fees solely for debt service payments and operational costs related to Yakima County Department of Corrections and

Security. At the end of each year, Yakima County will provide an annual report which shows the cost of debt service payments and operational costs for Yakima County Department of Corrections and Security exceeds the total Reduced Rate Fees collected.

### 4. Medical Premium:

- A. Yakima County shall pay for all medical, dental and psychiatric (including therapeutic) costs as authorized in this Addendum of the City's Inmates in exchange for the above listed Medical Premium.
- B. Effective October 1, 2003, Cities will pay the Medical Premium per City Inmate only on used beds. The Medical Premium shall not be paid on unused beds.
- C. Yakima County shall be permitted to use the Medical Premiums for psychiatric services including in-custody therapeutic services which 1) are court ordered, or 2) a) meet a Diagnostic Statistical Manual IV Diagnosis, and b) are deemed medically necessary by a Mental Health Professional and c) for which the inmate agrees to treatment. Medical Premiums shall not be used for psychiatric services which do not meet the conditions above except where such services are approved by the City in writing prior to the service being rendered.
- D. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric or dental service provided. Yakima County will provide detailed information regarding the description and total cost of therapeutic services and the approximate proportionate share of use of the services consumed by Cities inmates. In-custody therapeutic costs for Cities will be calculated by applying the percentage of the Cities' inmates proportionate share of use of the services provided by Yakima County's behavioral health service provider, which is currently Central Washington Comprehensive Mental Health, to the actual cost of the total contract for Yakima County's behavioral health service provider.
- E. Each quarter Yakima County shall send to the Cities an accounting of the Medical Premium Fund.
- F. In the event Yakima County's actual authorized medical, psychiatric, and dental costs for a quarter exceed the funds available in the Medical Premium fund at the close of the quarter, the Cities agree to compensate Yakima County for all said costs exceeding the funds available at the end of the quarter within 30 days following receipt of said medical billing.
- G. Upon the effective date of this Second Amendment, Yakima County shall have and shall maintain a Pharmacy Agreement or in-house pharmacy.

H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

BOARD OF YAKIMA COUNTY	ATTEST:
COMMISSIONERS	ATTEST:
COMMISSIONERS	THE OF WAS OF
By tems My lewis	Junala V. Horselle
	Deputy Gerk of the Board of
James M. Lewis, Chairman	Yakima County Commissioners
By: Gall J. Dale	Approved as to Form:
Ronald F. Gamache, Commissioner	SE3NOMINE
	"Mannam"
By: Palacios, Commissioner	Ronald S. Zirkle
Jesse S Palacios Commissioner	
, Jesse S. I atacios, Commissioner	Yakima County Prosecuting Attorney
CTTY OF ALCONA WA	
CITY OF ALGONA, WA	Approved as to Form:
Ву:	
Glenn Wilson, Mayor	George Kelley, Algona City Attorney
Estimated ADP:	
CITY OF AUBURN, WA	Approved as to Form:
By:	
By: Pete Lewis, Mayor	Daniel B. Heid, Auburn City Attorney
Estimated ADP:	Damer B. Heid, Aubum City Attomey
TOWN OF BEAUX ARTS VILLAGE, WA	A
TOWN OF BEACK ARTS VILLAGE, WA	Approved as to Form:
D	
By: Charles R. Lowry, Mayor	
	Wayne Stewart, Town Attorney
Estimated ADP:	
CITY OF BELLEVUE, WA	Approved as to Form:
By:	
Steve Sarkozy, City Manager	Lori Riordan, Acting City Attorney
Estimated ADP:	,
CITY OF BLACK DIAMOND, WA	Approved as to Form:
or or burious burious, wa	Approved as to rothi:
By:	
	I C' A
Howard Botts, Mayor	Loren D. Combs, City Attorney
Estimated ADP:	

CITY OF BOTHELL, WA	Approved as to Form:
Devi	
By:	M' 1 ID W' 1 D I II O'
Estimated ADP:	Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA	Approved as to Form:
By:Gary P. Long, City Manager	
Gary P. Long, City Manager	Lisa Marshall, Burien City Attorney
Estimated ADP:	
CITY OF CARNATION, WA	America Torres
off of childring, wa	Approved as to Form:
By:	
woody Edvalson, City Manager	Phil A. Olbrechts, Carnation City Attorney
Estimated ADP:	
CITY OF CLYDE HILL, WA	
CITT OF CLTDE HILL, WA	Approved as to Form:
By:	
George S. Martin, Mayor	Clyde Hill City Attorney
Estimated ADP:	
CITY OF COVINGTON, WA	Approved as to Form:
Ву:	
Andy Dempsey, City Manager	Duncan C. Wilson, Covington City Attorney
Estimated ADP:	Duncan C. Wilson, Covingion City Attorney
CITY OF DES MOINES, WA	Approved as to Form:
Dec	
City Manager	Des Maines City Att
Estimated ADP:	Des Moines City Attorney
CITY OF DUVALL, WA	Approved as to Form:
_	
By:	
Becky Nixon, Mayor Estimated ADP:	John L. O'Brien, Duvall City Attorney
Estimated ADF	
CITY OF FEDERAL WAY, WA	Approved as to Form:
//224, //44	Approved as to roth.
By:	
David H. Moseley, City Manager	Federal Way City Attorney

Estimated ADP:	
CITY OF ISSAQUAH, WA	Approved as to Form:
By:Ava Frisinger, Mayor	
Ava Frisinger, Mayor	Wayne D. Tanaka, Issaquah City Attorney
Estimated ADP:	
CITY OF KENMORE, WA	American to Francis
of the minore, wa	Approved as to Form:
By:	
Stephen L. Anderson, City Manager	Michael R. Kenyon, Kenmore City Attorney
Estimated ADP:	Wichaci K. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA	Approved as to Form:
•	Tippio. va ao to I oini.
By:	
David Ramsay, City Manager	Gail Gorud, Kirkland City Attorney
Estimated ADP:	
CITY OF LAKE FOREST PARK, WA	Approved as to Form:
_	
By: David R. Hutchinson, Mayor	
David R. Hutchinson, Mayor	Michael P. Ruark, Lake Forest Park
Estimated ADP:	City Attorney
CITY OF MADIE WALLEY WA	
CITY OF MAPLE VALLEY, WA	Approved as to Form:
Ву:	
John F. Starbard, City Manager	Maple Valley City Attorney
Estimated ADP:	Wapie Valley City Attorney
CITY OF MEDINA	Approved as to Form:
By:	
Douglas J. Schulze, City Manager	Kirk R. Wines, Medina City Attorney
Estimated ADP:	
COMPLETE AND ADDRESS OF THE PARTY OF THE PAR	
CITY OF MERCER ISLAND, WA	
n	Approved as to Form:
By: Richard M. Conrad, City Manager	
Estimated ADP:	T STREET BROKE TO TOO IN
Estimateu ADF	Londi K. Lindell, Mercer Island City Attorney
	1

CITY OF MEDICACTURE TILA	
CITY OF NEWCASTLE, WA	Approved as to Form:
Andrew J. Takata, City Manager Estimated ADP:	Newcastle City Attorney
CITY OF NORMANDY PARK, WA	Approved as to Form:
Ву:	
Merlin MacReynold, City Manager Estimated ADP:	Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA	Approved as to Form:
Ву:	
Joan Simpson, Mayor Estimated ADP:	Michael R. Kenyon, North Bend City Attorney
CITY OF PACIFIC, WA	Approved as to Form:
By:	
Howard Erickson, Mayor Estimated ADP:	Bruce Disend, Pacific City Attorney
Rosemarie Ives, Mayor Estimated ADP: 20	Approved as to Form:  Redmond City Attorney
CITY OF RENTON, WA	Approved as to Form:
Ву:	
Kathy Keolker-Wheeler, Mayor Estimated ADP:	Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA	Approved as to Form:
Ву	
Ben Yazici, City Manager Estimated ADP:	Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA	Approved as to Form:
By:	

Estimated ADP:, City Manager	Robert L. McAdams, SeaTac City Attorney					
CITY OF SEATTLE, WA	Approved as to Form:					
By:Gregory J. Nickels, Mayor						
Gregory J. Nickels, Mayor Estimated ADP:	Thomas A. Carr, Seattle City Attorney					
CITY OF SHORELINE, WA	Approved as to Form:					
Ву:						
Steven Burkett, City Manager Estimated ADP:	Ian Sievers, Shoreline City Attorney					
CITY OF SKYKOMISH, WA	Approved as to Form:					
Ву:						
Skip Mackner, Mayor Estimated ADP:	Skykomish City Attorney					
CITY OF SNOQUALMIE, WA	Approved as to Form:					
Ву:						
Randy Fuzzy Fletcher, Mayor Estimated ADP:	Pat Anderson, Snoqualmie City Attorney					
CITY OF TUKWILA, WA	Approved as to Form:					
By:						
Steve Mullet, Mayor Estimated ADP:	Robert F. Noe, City Attorney					
CITY OF WOODINVILLE, WA	Approved as to Form:					
Ву:						
Pete Rose, City Manager Estimated ADP:	Wayne D. Tanaka, Woodinville City Attorney					
TOWN OF YARROW POINT	Approved as to Form:					
By:						
Jeanne R. Berry, Mayor Estimated ADP:	Wayne Stewart, Yarrow Point Town Attorney					

STATE OF WASHINGTON ) ) ss. COUNTY OF KING

On this day personally appeared before me, the undersigned, a Notary Public in the State of Washington, duly commissioned Rosemarie Ives to me known to be the City Manager/Mayor of the City/Town of REDMOND, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this 8th day of January.

Sanka L. Marin

(notary signature) 2005. 2005.



SANDRA L. MARION
(typed/printed name of notary)

Notary Public in and for the State of WASHINGTON My commission expires: 3-25-2006

Washington

Interlocal to be filed with the Yakima County Auditor

# Attachment A Minimum Daily Bed Commitment by City

	Yakima
City	Commitment
Algona	3.0
Auburn	88.5
Bellevue	27.0
Bothell	2.0
Burien	4.0
Covington	2.4
Des Moines	17.0
Duvall	1.0
Federal Way	29.0
Issaquan	2.0
Kenmore	3.0
Kirkland	12.5
Lake Forest Park	2.5
Medina	0.7
Mercer Island	4.0
Normandy Park	0.4
North Bend	2.0
Redmond	20.0
Renton	27.0
Sammamish	1.5
SeaTac	4.1
Seattle	155.0
Shoreline	18.0
Snoqualmie	1.0
Tukwila	11.0
Woodinville	1.5
Total	440.1

Attachment B
Initial Allocation of 100 Reduced Rate Beds

			Initial
	Yakima	%	100 Bed
Agencies	Commitment	Share	Distribution
Algona	3.0	0.7%	0.7
Auburn	88.5	20.1%	20.1
Bellevue	27.0	6.1%	6.1
Bothell	2.0	0.5%	0.5
Burien	4.0	0.9%	0.9
Covington	2.4	0.5%	0.5
Des Moines	17.0	3.9%	3.9
Duvall	1.0	0.2%	0.2
Federal Way	29.0	6.6%	6.6
Issaquah	2.0	0.5%	0.5
Kenmore	3.0	0.7%	0.7
Kirkland	12.5	2.8%	2.8
Lake Forest Park	2.5	0.6%	0.6
Medina	0.7	0.2%	0.2
Mercer Island	4.0	0.9%	0.9
Newcastle	0.0	0.0%	0.0
Normandy Park	0.4	0.1%	0.1
North Bend	2.0	0.5%	0.5
Redmond	20.0	4.5%	4.5
Renton	27.0	6.1%	6.1
Sammamish	1.5	0.3%	0.3
SeaTac	4.1	0.9%	0.9
Seattle	155.0	35.2%	35.2
Shoreline	18.0	4.1%	4.1
Snoqualmie	1.0	0.2%	0.2
Tukwila	11.0	2.5%	2.5
Woodinville	1.5	0.3%	0.3
Total	440.1	100.0%	100.0

Note: as part of the annual reconciliation, reduced rate beds initially allocated to cities that only need part or none of their share will be reallocated to the remaining cities.

# Attachment C - Table

# 2003 Reconciliation and Payment of Unused Beds and Method for Annual Allocation and Reconciliation of Unused Beds

Allocation of All Unused Beds - Including 100 beds at Reduced Rate Pinal Year End Reconciliation

2003 4th Quarter

				Te			<del></del>										
	i			Step 1				Step 2		Step 3			Step 4		4th Quarter		
	EADP	2003		EADP				ļ		EADP			'		Additional Payment Due	on Unused Rede	
	Yakiros	4th Otr		Cities <			Revised	Pretiminary		Cities Still <	Allocate	Final	Beds at	Beds at	(no medical fees since only	naid on used hade)	
Agencies	Commitment	ADP	Over/ (Under)	Their Bed	%	Surplus	Over/	100 Bed	Surplus	Their Bed	Surplus	100 Bed	Full	Reduced	Futl	Reduced	Total
Bellevue	27.00	27 63	0.63	Commitment	Share	Beds	(Under)	Distribution	Beds	Commitment	Beds	Distribution	Price	Price	Price	Price	Charge
Issaquah	2 00	2.10	0.10	ľ	0.0%	0.6		61	61	ŀ	0.0	00	276		0	0	0
Newcastle	0 00	0.25	0.10		0.0%	01		0.5	0.5		0.0	0.0	2.1		٥	0	0
Tukwita	11.00	12.80	1.80		0.0%	0.3		0.0	0.0	0.0	0.0	0.0	0.3	0.0	í o	0	o
Algona	3 00	116	(1.84)	3 0	0.0%	18		2.5	2.5		0.0	0.0	128	<b></b>	0	o	0
Auburn	88 50	62 67	(25 83)	88.5	0.7%		(1.8)	0.7	0.0	30	01	0.8	22	0.8	5,082	2.003	7,085
Bothell	2 00	1.79	(0.21)	20	22.1%		(25.2)	201	0.0	88.5	30	23 [	64.7	23.1	10,172	59,092	69,263
Burien	4 00	1.85	(2.15)	40	0.5% 1.0%		(0.2)	0.5	0.3	ŀ	00	0.2	18	0.2	0	492	492
Covington	2 40	0.00	(2.46)	24			(21)	0.9	0.0	40	0.1	10	29	10	5,312	2,671	7.983
Des Moines	17 00	7.72	(9.28)	170	0.6%		(2.4)	0.5	0.0	24	01	0.6	18	0.6	8,649	1,602	10,252
Duvall	1.00	0.00	(100)	10	4.2% 0.2%		(9 2)	3.9	00	17.0	06	4.4	12.4	4.4	23,245	11,351	34,596
Federal Way	29 00	14 24	(14.76)	29.0	7.2%		(10)	0.2	0.0	1.0	0.0	03	0.7	0.3	3,604	668	4,272
Kenmore	3 00	0.00	(3.00)	30	0.7%		(14.6)	66	0.0	29.0	1.0	7.6	21.2	76	34,361	19,363	53,725
Kirkland	12 50	12 24	(0.26)	12.5			(3 0)	0.7	00	3.0	0.1	0.8	2.2	0.8	10,812	2,003	12,815
Lake Forest Park	2.50	0.26	(2.24)	2.5	3.1% 0.6%		(0 2)	2.8	2 7		00	0.2	12.2	0.2	G.	444	444
Medina	0.70	0.53	(0 17)	0.7	0.2%		(2 2)	0.6	0.0	25	0.1	07	1.8	07	7,724	1,669	9,394
Mercer Island	4 00	1.26	(2.74)	40	10%		(0.2)	0.2	0.0	07	0.0	02	0.5	02	0	467	467
Normandy Park	0.40	0.11	(0.29)	04	01%		(2.7)	0.9	0.0	40	0.1	1.0	2.9	1.0	8,204	2,671	10,874
North Bend	2 00	0.21	(179)	20	0.5%		(0 3)	0.1	0.0	0.4	0.0	0.1	0.3	01	906	267	1,173
Redmond	20.00	7.70	(12.30)	20.0	5.0%		(1.8)	0.5	0.0	2.0	0.1	0.5	1.5	0.5	6,190	1,335	7,526
Renton	27 00	15.23	(11.77)	27.0	6.7%		(12.2)	4.5	0.0	20.0	0.7	5.2	146	5.2	34,164	13,354	47,518
Sammamish	1.50	0.39	(117)	15	0.4%		(11.6)	6.1	00	27.0	09	7.1	19.8	7.1	22,280	18,028	40,308
SeaTac	4.10	3.99	(011)	4.1	1.0%		(1.1)	0.3	0.0	1.5	0.1	0.4	1.1	0.4	3,478	1,002	4,480
Seattle	155 00	90.93	(64.07)	155 0	38 7%		(0.1)	0.9	0.8		0.0	0.1	4.0	0.1	0	210	210
Shoreline	18 00	10.53	(7.47)	18.0	4.5%		(63.0)	35.2	0.0	155.0	5.3	40.5	113.4	40.5	110,624	103,494	214,118
Snoqualmie	1.00	0.96	(0.04)	1.0	0.2%		(7.3)	4.1	0.0	18.0	0.6	4.7	13.2	4.7	12,979	12,019	24,998
Woodinville	1.50	0.00	(1.50)	1.5	0.4%		(0.0)	0.2	0.2		0.00	0.04	1.0	0.04	0	93	93
Total	440.10	276.55	(163.55)	400.1	100.0%	2,8	(1.5)	0.3	0.0	15	0.1	04		04	5,406	1,002	6,407
			(100,00)	700.1	100.070	4,5	(163.6)	100.0	13.1	380,5	13.1	100.0	340.1	100.0	313,091	255,300	568,391

<sup>&</sup>quot;EADP" is the Estimated Average Daily Population - also known as the Yakima Minimum Daily Bed Commitment

Cities with no minimum bed commitment and no jail days (and thus not included above)

Beaux Arts Black Dramond Carnation

Ciyde Hill Enumelaw Hunts Point

Kent Maple Valley Milton Pacific Skykomish Yarrow Point

2003 Cost Per Bed					
Full Price		Reduce	d Price		
2	53.55	5	27.75		

# Attachment C: Explanation of Annual Reconciliation Per Amendment # 2, Section 3 b.

### City A

- Minimum bed commitment: 27 beds
- Estimated share of reduced rate beds: 6.1
- 2004 Actual Use: 25 first quarter; 27 second quarter; 30 third quarter; 38 fourth quarter; 30 for the whole year.

By the end of 2004, City A has averaged 30 beds for the whole year; however, its use has fluctuated from quarter to quarter. Each month, City A pays for its actual bed use. At the end of the first quarter, City A pays for two additional beds at the reduced rate (the difference between its actual bed use and its minimum commitment). The second and third quarters, City A pays for its actual bed use (which equaled or exceeded its bed commitment). As part of the fourth quarter reconciliation, City A is given a credit for its first quarter payment for the two additional beds so that the total City A pays for 2004 equals 30 beds (its actual use). Since City A has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to 6.1 reduced rate beds). Accordingly, the 6.1 reduced rate beds are reallocated to the cities which did not meet their bed commitment.

### City B:

- Minimum bed commitment: 2 beds
- Estimated share of reduced rate beds: .5
- 2004 Actual Use: 2 (however, it fluctuates between 1 and 3 from month to month)

By the end of 2004, City B has averaged two beds for the whole year (its minimum bed commitment). However, in January, it used one bed, in February, it used two beds, and in March it used three beds – averaging out to two beds for the quarter. City B pays for one bed in January, two beds in February, and three beds in March. Since City B has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to .5 of a reduced rate bed). Accordingly, this .5 reduced rate bed is reallocated to the cities which did not meet their bed commitment.

### City C:

- Minimum bed commitment: 155 beds
- Estimated share of reduced rate beds: 35
- 2004 Actual Use: 80 (for the purposes of simplicity, assume every month equals 80 beds).

City C's actual use falls short of its minimum bed commitment. Under this proposal, each month, City C pays for the 80 beds it actually used. At end of each quarter, City C pays the difference between its actual use and its minimum bed commitment (in this case, 35 beds at the reduced rate and 40 beds at the full rate).

At the end of the year, a final reconciliation is performed which not only takes into account City C's bed use, but also incorporates any overages from other cities which exceeded their bed commitment. Based on this final calculation, City C receives 5 more of the reduced rate beds (not all of the cities used their reduced rate beds). By the end of the year, City C will have paid for 40 beds at the reduced rate (35 from the original allocation plus 5 more beds from cities which didn't need the reduced rate beds) and 115 beds at the full rate for a total of 155 beds.